

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DELTA DIABLO
AND
LOCAL ONE AFSCME COUNCIL 57
OPERATIONS AND MAINTENANCE
REPRESENTATION BARGAINING UNIT**

July 18, 2024 through June 30, 2029



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Preamble

This Memorandum of Understanding (MOU) is entered into by Delta Diablo (District) and Public Employees Union, Local One AFSCME Council 57 (Local One) for the Operations & Maintenance Representation Bargaining Unit.

Article 1 - Recognition

The District recognizes Local One as the exclusive representative for probationary, regular full-time, and regular part-time employees in the classifications listed in Appendix A.

Article 2 - Vacant Job Postings

Vacant job postings shall be distributed to employees through District email to allow employees the opportunity to apply for the posted vacancy. Once distributed, employees will have a minimum of two (2) weeks to apply for the posted vacancy. Employees who meet the minimum qualifications will be provided an opportunity to compete in the examination process. Employees who successfully pass the examination process (examination and/or panel interview) will be placed on an Eligibility List. If at least three (3) employees are on the Eligibility List, the District must hire from the Eligibility List. Eligibility Lists are maintained for one (1) year unless there are less than three (3) remaining individuals on the list, the list may then be abolished at the District's discretion.

Article 3 - Association Rights

1. Unit Representation and Release Time

Local One will provide the District with the names of Union Officers immediately after designation, including a member to serve as the Unit's Safety Representative for the District's facilities. Local One and the District agree to cooperate in the implementation and enforcement of all safety rules and regulations per state and federal requirements.

The District recognizes designated employees who are Union Officers and can negotiate with them and/or the Local One Union Representative in all matters relating to grievances.

The Union Officers, in addition to their regularly assigned duties, are allowed to conduct Local One business with the District and/or employees covered in all matters relating to this MOU, providing such activities do not interrupt or interfere with the work of the other officers, other employees, or the District.

Release time from an employee's regular work schedule is permitted on District time as follows:

- A. General Meetings: Local One general meetings are limited to no more than one (1) meeting per each three (3) month period in non-negotiating years and no more than one (1) per month on District time during years when a new MOU is being negotiated. All meeting times will be approved by the General Manager or designee seventy-two (72) hours or a reasonable amount of time before the

starting time and may not interrupt or interfere with the work of the officers, other employees, or the District. General meetings are limited to a maximum of one hour of District time.

- B. Executive Board Meetings: During non-negotiating years, the Local One Executive Board, composed of Union Officers, is permitted release time from each employee's regular work schedule for up to four (4) meetings per year with a one (1) hour District time limit per meeting. During MOU negotiating years, the Local One Executive Board is allowed to meet once per month, with a one (1) hour District time limit per meeting. In months where negotiation meetings are scheduled, the Local One Executive Board is allowed to meet twice per month, with a one (1) hour District time limit per meeting. All meeting times will be approved by the General Manager or designee seventy-two (72) hours or a reasonable amount of time before the starting time and may not interrupt or interfere with the work of the officers, other employees, or the District. Should an issue arise that requires Local One Executive Board discussion, the District will make every effort to allow scheduling of a meeting with sufficient advanced notice.
- C. Employees who are Union Officers or appointed members of the Local One bargaining team shall be given reasonable time off with pay to formally meet and confer or consult with management representatives on matters within the scope of representation. Employees who are Union Officers shall be given reasonable time off with pay to be present at hearings where matters within the scope of representation are being considered, and testify or appear as the designated representative of Local One in settlement conferences, hearings, or other proceedings before PERB, in matters relating to an unfair practice charge. All meeting times will be approved by the General Manager or designee seventy-two (72) hours or a reasonable amount of time before the starting time and may not interrupt or interfere with the work of the officers, other employees, or the District.

Time spent conducting Local One business outside of the employee's regular work schedule is not compensable.

2. No Strike-No Lockout

The purpose of this section is to ensure that the health and safety of the public is not compromised due to a failure of District employee(s) to properly operate and maintain District facilities and equipment.

No employee may take part in or call any strike, work slowdown, stoppage, concerted interruption, or impeding of work. No officer or representative of Local One will authorize, approve, or sanction such activities. Local One is not liable for damages or violation by employees of this Section if Local One did not authorize, approve, or sanction the activity constituting such violations; and if upon being notified by the employer of such activity, Local One promptly uses its best efforts to terminate the activity.

The District will not lock out employees during the term of this MOU.

3. Dues

Upon certification from Local One that an employee has signed an authorization for the deduction of dues, the District will make payroll deductions in an amount to be determined by Local One and communicated to the District annually. The District will promptly remit deductions to Local One. Employee requests to cancel membership dues deductions must be directed to Local One. Upon notification from Local One that an employee has canceled membership dues, the District will promptly cease dues deductions from the employee's paycheck. Local One must hold the District harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and will indemnify the District for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code Section 1157.12(a).

4. Notice Regarding Classification Changes

The District will provide notice to Local One regarding changes in job classifications or policy that fall within the scope of representation under the Meyers-Milias-Brown Act (MMBA). Local One has fifteen (15) days to request a meet and confer. The District will endeavor to provide notice to Local One prior to implementation regarding changes that fall outside the scope of representation under the MMBA.

Article 4 - Management Rights

Local One recognizes that the District is the sole and exclusive manager of the District's facilities, having all of the power, rights, functions, and authority formerly or usually held by management, except to the extent these are limited by a specific expressed provision of this MOU.

The District may make unilateral changes that do not conflict with the express terms of this MOU. As a courtesy, the District will submit such changes in writing to Local One prior to implementation.

Article 5 - Work Periods

1. Work Period

The regular work period shall consist of a seven (7) day work period which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m. Regular full-time employees will usually be assigned to work five (5) days served in units of eight (8) hours per day during the seven (7) day work period, or four (4) days served in units of ten (10) hours per day during the seven (7) day work period.

For employees on alternate work schedules, the regular work period shall consist of beginning and end times determined in accordance with the employee's regular schedule.

For employees assigned to work a 9/80 work schedule (with a regular day off every other week), each employee's designated seven (7) day work period shall begin exactly four (4) hours after the start of their eight (8) hour shift on the day of the week that corresponds

to the employee's alternating regular day off, and end 168 hours later. The following is an example:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
OFF	9	9	9	9	4 - END	OFF
					4 - START	
OFF	9	9	9	9	END/OFF	OFF
					START/OFF	

For employees assigned to work a 3/12 work schedule, each employee's designated seven (7) day work period shall begin exactly four (4) hours into an employee's shift on Saturday, and end 168 hours later. The following is an example:

SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8 - END	OFF	12	12	OFF	OFF	12
4 - START						
END/OFF	12	OFF	OFF	12	8	OFF
START/OFF						

2. Leaves of Absence

A workday in relation to holidays, floating holidays, military, jury duty, and other authorized leaves (excluding statutory California Bereavement Leave entitlement) are defined as eight-hour periods, and is credited at an hour-per-hour basis for each day allowed.

3. Shifts

The District is a 24 hours per day/7 days per week facility with personnel scheduled to meet service and operational requirements and responsibilities. Divisions may have different hours of operation and alternate work schedules (e.g., 4/10 or 9/80) to ensure sufficient staff coverage to meet service and operational needs.

Non-Operations Division employees are scheduled to work 8- or 10-hour shifts on Day Shift.

Operations Division staff are scheduled to work either an 8-, 10-, or 12-hour shift, or a combination thereof, on Day, Swing, Night, or Relief shifts as follows:

- Day Shift (8-, 10- or 12-hour shift) – Day shifts are defined as shifts beginning between 0600 and 0800
- Night Shift – Night shift is defined as a shift beginning between 1800 and 0400
- Relief Shifts – Relief shift is defined as a shift beginning from 0600 and ending at 1600. One relief shift (1R10) will work Monday through Thursday with a start time between 1200 and 1600 on Thursdays. The other relief shift (2R10) will work Tuesday through Friday. Operators on these shifts are required to fill in for other operators on an as needed basis.

- Swing Shift – Swing shift is only worked by the relief shift on Thursdays, and is defined as a shift beginning between 1200 and 1500.
- Operators on Shifts – The District assigns a minimum of two (2) Operators on all shifts for personnel safety.

Shift Change Notification – Operations employees will be provided with a minimum of thirty (30) days' notice for quarterly shift change. Employees will be provided with a minimum of seven (7) days' notice in the event of a schedule change, except when an employee is assigned to jury duty or on another legally protected leave, and less than seven (7) days' notice is provided to the District.

4. Reopener

Upon request of the District, the parties agree to reopen Article 5 to discuss shift management and staffing.

Article 6 - Wages

1. Salary Schedule

The Salary Schedule consists of five (5) steps with five percent (5.0%) between steps.

2. Step Advancement

Employees will automatically receive an annual step advancement on their anniversary date, until they reach the top step of their salary schedule, unless they receive a performance evaluation prior to their anniversary date where the overall rating is equivalent to "does not meet expectations" or "needs improvement". Anniversary date is defined as the employee's date of hire or last date of promotion, whichever is later. An extension to the employee's probationary period will not alter the employee's anniversary date for the purpose of step advancement. However, an employee will not receive a step increase until they successfully complete the probationary period.

3. Salary Increases

Effective the first full pay period in which the Board of Directors approves a successor MOU in 2024 or the first full pay period following July 1, 2024, whichever is later, all classifications will be increased by the amount of the April-to-April, 12-month movement of the Consumer Price Index (CPI) for April 2024. The increase will be a minimum of three percent (3.0%) and a maximum of five percent (5.0%) across the board. The applicable CPI shall be the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period after July 1, 2025, all classifications will be increased by the amount of the April-to-April, 12-month movement of the Consumer Price Index (CPI) for April 2025. The increase will be a minimum of three percent (3.0%) and a maximum of five percent (5.0%) across the board. The applicable CPI shall be the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period after July 1, 2026, all classifications will be increased by the amount of the April-to-April, 12-month movement of the Consumer Price Index (CPI) for April 2026. The increase will be a minimum of three percent (3.0%) and a maximum of five percent (5.0%) across the board. The applicable CPI shall be the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period after July 1, 2027, all classifications will be increased by the amount of the April-to-April, 12-month movement of the Consumer Price Index (CPI) for April 2027. The increase will be a minimum of three percent (3.0%) and a maximum of five percent (5.0%) across the board. The applicable CPI shall be the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period after July 1, 2028, all classifications will be increased by the amount of the April-to-April, 12-month movement of the Consumer Price Index (CPI) for April 2028. The increase will be a minimum of three percent (3.0%) and a maximum of five percent (5.0%) across the board. The applicable CPI shall be the San Francisco/Bay Area, Wage Earners 1984=100.

4. Longevity Pay

Upon completion of ten (10) consecutive years of service within the District, employees will receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

Upon completion of fifteen (15) consecutive years of service employees will receive an additional two and a half percent (2.5%) of their base hourly rate of pay. The maximum longevity pay is five percent (5.0%).

5. Overtime

Employees required to work in excess of forty (40) hours in their designated seven-day work period are compensated at the rate of one and one half (1.5) times their regular hourly rate of pay. All paid time counts for the purpose of calculating overtime. Employees are entitled to overtime compensation by payment or compensatory time off (CTO) at the employee's option.

6. Double Time

Employees required to work in excess of thirteen (13) hours in a day are compensated at the rate of two (2) times their regular hourly rate of pay for those hours in excess of thirteen (13) hours.

7. Compensatory Time Off (CTO)

Employees may accrue up to eighty (80) hours of CTO. Employees may use CTO with prior supervisor/manager approval and the use of CTO may not create overtime. Upon separation, employees are paid out for any remaining CTO hours at the higher of (1) the employee's final regular rate of pay, or (2) the employee's average regular rate of pay during the last three years of employment.

Article 7 - Other Pays

1. Shift Differential

Employees who are scheduled to work the Day Shift and are called in early or held over to work four (4) or more contiguous, continuous hours, either before or after the normally scheduled shift period, will receive the appropriate Night Shift differential for those hours worked during the designated Night Shift hours. This section does not apply if the employee is scheduled in advance to work the additional hours.

Employees who are routinely and consistently scheduled to work the Relief Shift will receive shift differential in the amount of seven percent (7%) of their base hourly rate of pay for regular, non-overtime hours worked during the designated Relief Shift hours, including during use of accrued paid leave.

Effective the first full pay period following Board of Directors approval of a successor MOU in 2024, or July 1, 2024, whichever is later, employees who are routinely and consistently scheduled to work the Night Shift will receive shift differential in the amount of eleven percent (11%) of their base hourly rate of pay for regular, non-overtime hours worked during the designated Night Shift hours, including during use of accrued paid leave.

The maximum shift differential for any shift is eleven percent (11%).

2. Temporary Upgrade Pay

Employees assigned by the Department Director to work and perform the duties of a higher classification (Temporary Upgrade Pay) will receive the rate of pay the employee would have received if promoted, but not less than five percent (5.0%) not to exceed the top step of the Salary Schedule. Employees are not eligible to receive Temporary Upgrade Pay simultaneously with Supervisor Premium or Out of Class Pay. To be eligible for Temporary Upgrade Pay, the employee must be relieved of their regular job duties during the assignment.

When assigned to temporarily fill a vacant position during recruitment for a permanent appointment, a Temporary Upgrade Pay assignment will not exceed 960 hours in a fiscal year.

3. Supervisor Premium Pay

Employees who are routinely and consistently assigned by the Division Manager to supervisor or lead of a shift in the absence of a supervisor or lead will receive Supervisor Premium Pay in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor or lead. Employees are not eligible to receive Supervisor Premium Pay simultaneously with the Temporary Upgrade Pay or Out-of-Class Pay.

4. Out-of-Class Pay

Employees who are assigned in writing by their Division Manager to perform work outside of their classification will receive five percent (5.0%) of their base hourly rate of pay for those hours worked. Employees are not eligible to receive Out-of-Class Pay simultaneously with Temporary Upgrade Pay or the Supervisor Premium Pay. During an out-of-class assignment, employees are required to continue to perform some or all of their regular duties in addition to the duties of the higher classification.

5. Senior Operator Certification Pay

Senior Operators who possess a wastewater certification of Grade IV or higher issued by the California State Water Resources Control Board receive three percent (3.0%) of their base hourly rate of pay.

6. Call Back Pay

Employees called back to work, will receive a minimum of three (3) hours at their overtime rate or the actual time worked, whichever is greater. Call Back Pay will begin when the employee leaves their location to return to the employee's primary work location (i.e., POC Building or TP Building). Employees on standby must respond within ten (10) minutes of receiving a call back request (e.g., verbal, voicemail). Employees who are able to perform work remotely will be paid for a minimum of thirty (30) minutes overtime pay at time and a half incident or actual time worked, whichever is greater. The employee must arrive at their primary work location within one (1) hour after it has been communicated and determined that onsite work is required.

7. Regular Standby Pay

Employees may be assigned regular standby for operational needs. Regular standby commences at 1700 of the last regular workday preceding the assignment and concludes at 0630 of the next regular workday after the assignment.

Employees will receive a minimum of five (5) calendar days of notice prior to scheduling or canceling any regular standby.

Employees on regular standby are compensated at a rate of one (1) hour at their base hourly rate of pay for each six (6) hours on standby.

8. Emergency Standby Pay

Employees may be assigned to standby on a recognized holiday or due to unanticipated operational incidents and emergencies that require a response with less than a week's notice. Employees on standby must respond within ten (10) minutes of receiving a message. If required, the employee must leave for work within thirty (30) minutes of the call.

Employees on standby are compensated at a rate of one (1) hour at their base hourly rate of pay for each four (4) hours on standby.

9. Fatigue Time Pay

An employee receives Fatigue Time Pay if they worked overtime, and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift.

An employee who is eligible for Fatigue Time Pay is entitled to a minimum of eight (8) hours off work between the time that they leave work and when they report back to work. After the eight (8) hour rest period, the employee must report back to work to complete the balance of their regular shift. The employee may request to use available vacation, floating holiday, or CTO in lieu of returning to work to complete the remaining hours of the day's regular shift. If the termination of the employee's overtime shift occurs after the normal beginning of their regular shift, the employee will receive Fatigue Time Pay at their straight time rate of pay in an amount equivalent to eight (8) hours or the hours remaining in their regular shift, whichever is less. Employees will not receive Fatigue Time Pay if:

- A. Overtime is completed more than eight (8) hours prior to the start of their next regularly scheduled shift, or
- B. Employee is called out within four (4) hours of the start of their next regularly scheduled shift.

In the case of a declared emergency, the eight (8) hour rest periods may be suspended for the duration of the emergency.

10. Meal Allowance

An employee who is scheduled to work an 8-, 9- or 10-hour shift, and works four (4) or more unplanned, continuous approved overtime hours contiguous to their regularly scheduled shift will be reimbursed up to twenty-five dollars (\$25.00) for the purchase of a meal (including delivery & gratuities).

An employee who works a 12-hour shift and works two (2) or more unplanned, continuous approved overtime hours contiguous to their regularly scheduled shift will be reimbursed up to \$25.00 for the purchase of a meal (including delivery & gratuities).

Overtime hours will be considered unplanned if the employee receives notice the same day that the overtime is worked.

The District will endeavor to reimburse employees within thirty (30) days of submission of the employee's written request for reimbursement and copies of all receipts.

11. Certificate Reimbursement

Employees are reimbursed for the cost of attaining mandatory and voluntary certifications related to their employment with the District, including approved preparation courses, application fees, and renewal certification costs provided the employee successfully passes the examination. Employees must receive prior approval from the Department

Director to receive reimbursement. Employees who receive certification reimbursement or awards are responsible for keeping that certificate current.

12. Educational Incentive Pay

Employees who complete and maintain the following certifications, which enhance their ability to do their job, will be paid Educational Incentive Pay as follows:

- A. **Certified Crane Operator Pay:** Employees who obtain and maintain a current certification from a nationally recognized accrediting agency (e.g., National Commission for the Certification of Crane Operators Certificate) per Title 8 California Code of Regulations requirements under Section 5006.2, (d) (1) and who are regularly assigned Certified Crane Operator duties will receive one thousand dollars (\$1,000) per fiscal year. Up to six (6) employees, designated by the Department Director, will be eligible for Certified Crane Operator Pay in a fiscal year.
- B. **Backflow Tester Certification Pay:** An employee who obtains and maintains a current American California/Nevada Water Works Association (AWWA) Backflow Prevention Assembly Tester Certification and who is regularly assigned backflow testing duties will receive one thousand dollars (\$1,000) per fiscal year. Up to one (1) employee, designated by the Department Director, will be eligible for Backflow Tester Certification Pay in a fiscal year.

13. Traffic Control Pay

Employees in the Collections Division who are trained and regularly assigned to develop, manage, implement, and/or approve traffic control plans will receive one thousand dollars (\$1,000) per fiscal year. Up to two (2) employees in a fiscal year will be eligible for Traffic Control Pay.

14. Tuition Reimbursement

Employees who are attending an accredited college and working towards the completion of an approved degree or certificate program may receive tuition reimbursement up to \$3,000 per fiscal year. Tuition reimbursement may only be used towards approved degrees or programs; the list of approved programs is maintained on the District's intranet. Tuition reimbursement may be used to cover the cost of tuition, fees, parking, supplies, and books. An employee must receive a letter grade of "C" or better, or "pass" if taken as pass/fail to be eligible for reimbursement.

Employees who wish to participate in the District's tuition reimbursement program must submit a proposed education plan signed by their college counselor to the Human Resources and Risk Manager for approval prior to enrollment.

Local One may submit degrees or certificate programs for consideration to the Human Resources and Risk Manager to be added to the list of approved degrees or programs. The request to add any degree or program must include the full college course outline

and curriculum of the degree or program, all required classes, and an explanation of the benefit to the District. Local One will receive a response approving or denying the request within thirty (30) calendar days of submission of all required materials.

15. Uniforms

The District furnishes work uniforms and laundering service for operating, maintenance, and collection systems personnel. Employees issued uniforms are required to wear them during working hours. For employees defined as classic by CalPERS, the District reports \$11.59 per pay period to CalPERS as the value of providing these uniforms.

16. Safety Shoes

The District provides employees upon hire and annually on July 1, reimbursement for the purchase of one pair of safety shoes, as well as laces and inserts, up to a total cost of two hundred fifty dollars (\$250.00) per year. If an employee provides appropriate proof of damage, the District will purchase a second pair of shoes for the employee. Safety shoes must at a minimum be water resistant and meet ASTM safety shoe requirements (currently ASTM F2413-18).

17. Safety Glasses

Standard, non-prescription safety eyeglasses are provided to employees. Employees are only reimbursed for the cost of one (1) pair of basic safety prescription and basic frames up to \$275.00 per fiscal year. Safety glasses must be compliant with ANSI Z87.1-2015 or the most recent ANSI standard. The District replaces safety glasses damaged or broken during the course of their work only in the event the employee has not been negligent.

18. Sick Leave Upon Reinstatement

Employees who are rehired with the District within one (1) year of separation will have their sick leave balances restored.

Article 8 - Leaves

1. Holidays

A. The District recognizes the following eleven (11) holidays. Full-time employees receive eight (8) hours of pay per holiday.

- New Year's Day
- President's Day
- Martin Luther King Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day

Thanksgiving Day
 Day after Thanksgiving
 Christmas Day

Regular part-time employees receive a pro-rated holiday pay based on their full-time equivalency.

- B. Employees (other than Operations staff) who work on the holiday receive holiday premium of half their regular rate of pay for each hour worked, in addition to their regular pay for time worked.

For employees (other than Operations staff), if the holiday falls on a Saturday, then the holiday shall be observed on the preceding Friday, if the holiday falls on a Sunday then the holiday shall be observed on the following Monday.

- C. Operations staff observes the day of the actual holiday. Employees who work on the holiday receive holiday premium of half their regular rate of pay for each hour worked.
- D. Floating Holidays - Employees receive twenty-four (24) hours of floating holidays annually on July 1 (pro-rate). Floating holidays must be used each fiscal year or they are forfeited.

2. Vacation

Regular full-time employees may use earned vacation time after completing six (6) months of service. Upon hire, the General Manager may decide, in their sole discretion, to consider previous employment with the District or with an outside employer to establish the initial vacation accrual rate. Regular part-time employees receive a pro-rated vacation based on their full-time equivalency. Vacation is accrued bi-weekly in accordance with the following schedule:

Years of Service	Bi-weekly Accrual (hours)
0 through 3	3.077
Beginning 4 th through 5 th	4.615
Beginning 6 th through 7 th	4.923
Beginning 8 th through 9 th	5.231
Beginning 10 th through 11 th	5.538
Beginning 12 th through 13 th	5.849
Beginning 14 th through 15 th	6.154
Beginning 16 th	6.462
Beginning 17 th	6.769
Beginning 18 th	7.077
Beginning 19 th	7.385
Beginning 20 th	7.692

The maximum annual carryover is 400 hours. Any hours earned in excess will be paid out in the final paycheck of the calendar year.

3. Scheduling

Vacation leave requests are subject to approval by the employee's immediate supervisor. Supervisors have the right to limit the number and class of employees on vacation at one time; and all vacations are subject to cancellation in cases of emergency condition at the plant or other facilities.

The "Annual Leave" preference (any combination of vacation leave, CTO, and floating holidays) only applies to one (1) continuous period. Employees who desire to split their annual leave are entitled to select the second annual leave period only after all other employees in the division have indicated an annual leave choice.

Annual leave requests are made by April 15 of each year and an annual leave schedule is posted by May 1. Vacation leave requests submitted after April 15 must be submitted for approval a minimum of eight (8) calendar days (Operations) and three (3) working days (non-Operations staff) in advance of requesting time off. Vacation requests made after April 15 are granted only if the desired period does not conflict with any other scheduled time off. The posted annual leave schedule will cover a 12-month period beginning May 1 of each year.

A Division Manager/Supervisor may approve leave with less notice at their discretion.

4. Emergency Vacation Usage

In the event of an emergency that prevents an employee from reporting to work, "emergency vacation" may be applied for. It will be at the discretion of the Division Manager/Supervisor to determine the validity of using emergency vacation on a case-by-case basis. The normal notification procedures are to be followed for call in.

Circumstances that are outside the control of the employee, which prevent the employee from reporting to work and are not medically related may qualify the individual for emergency vacation.

5. Sick Leave

Employees earn 3.69 hours of sick leave per bi-weekly pay period for a total of ninety-six (96) hours per year.

Part-time employees who work thirty (30) or more days within a year from the commencement of employment with the District accrue sick leave on a pro-rated basis, which shall not be less than one (1) hour of sick leave earned for every thirty (30) hours worked. Accrued and unused sick leave carries over to the following year of employment but a part-time employee stops earning sick leave once they have accrued eighty (80) hours or ten (10) work days/shifts of such leave, whichever is greater.

Employees who retire within one hundred twenty (120) days of separation from the District will have unused sick leave credited toward service time in accordance with California Government Code Section 20965 (with 0.004 year of service credit for each unused day

of sick leave certified by the District) and CalPERS regulations.

6. Sick Leave Cash Out

Employees may cash out sick leave hours up to a maximum cash out of forty (40) hours of sick leave per year, as long as a minimum of forty (40) hours remains in the employee's sick leave bank after the cash out. In order to cash out sick leave, employees must make an irrevocable election to cash out a specified amount of sick leave in the calendar year preceding the year in which the leave is cashed out. Only leave accrued during the year in which leave is cashed out may be cashed out. Pre-elected sick leave cash out will be paid out in the final paycheck of the calendar year.

7. Usage

One half (1/2) of the employee's annual sick leave (48 hours) may be used each calendar year only in the case of:

- A. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or an immediate family member of the employee. Immediate family members are defined as parents, parents-in-law, grandparents, spouse, registered domestic partner, children of any age or dependency status, (including stepchildren and foster children), grandchildren, and siblings.
- B. Diagnosis, care, or treatment of an existing health condition of, or preventative care for a "designated person." Employee designation of a "designated person" is limited to one "designated person" per 12-month period for paid sick days.
- C. For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or (2) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.

The other half of the employee's annual sick leave may be used only in the case of sickness, disability, medical or dental care for the employee, or to attend to the health needs of an immediate family member.

If all accumulated sick leave is used, use of earned vacation time as sick leave is considered on a case-by-case basis, and requires supervisor's approval.

8. Notification

Employees are required to give notification of being unable to report to work because of illness, at least one (1) hour prior to Day Shift on normal workdays, two (2) hours prior to holidays, weekends, and Swing Shift, and four (4) hours prior to Night Shift. This

notification is to be given to the employee's immediate supervisor. If the immediate supervisor is not available, then the notice follows the chain of command.

Employees who are out of work due to a prolonged illness are required to contact their direct supervisor on a weekly basis providing status report on current condition, except as provided under the Family Medical Leave Act, California Family Rights Act and/or Pregnancy Disability Act.

In the event of an emergency, employees are to notify the District as soon as possible if they are unable to report to work. Failure to comply with the above will result in the denial of sick leave pay for the day on which notice is not given. Denial of sick leave does not preclude the District from taking further disciplinary action in the case of abuse of the sick leave benefit.

9. Medical Provider's Release

If absence due to illness or injury exceeds five (5) scheduled working days, the District may, through the Human Resources Division, require a medical certification upon the employee's return to work.

The District may require that employees to provide a medical certification to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee. All employees who use paid leave to address issues related to domestic violence, sexual assault, stalking, or other crimes and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

In cases where the District has cause to believe it would be in the employee's best interest, for reasons of health and safety, the District may require a Functional Capabilities Evaluation signed by the employee's treating physician or the District's Occupational Health Physician before the employee is allowed to resume full duties after an illness or injury.

In the event the employee is not able to have the Functional Capabilities Evaluation form completed immediately, the District will accept a less complete release signed by a medical provider for a period of five (5) days to allow for the return of the Functional Capabilities Evaluation form.

10. Abuse

If the supervisor finds that an employee is abusing the sick leave program, those findings will be reviewed by the Human Resources and Risk Manager and presented to the employee by the supervisor. The employee may request the presence of a Union Officer. For the purpose of determining abuse, use of up to one-half of an employee's annual sick leave accrual within a calendar year for the reasons listed in section number 7 of this Article 8 may not be considered as long as such use is recorded on the employee's official time sheet used for payroll purposes. An employee who is found to have abused sick leave will be subject to discipline.

11. Modified Duty Assignment

On a case-by-case basis, upon recommendation of an employee's immediate supervisor or higher-level manager, the Human Resources and Risk Manager may authorize the modified employment of a rehabilitating injured employee who is temporarily restricted in ability to perform a full range of the essential functions of their job. Modified (light) duty, in which an employee performs only some of the essential functions of their job, or temporarily performs a different job, shall be distinguished from reasonable accommodation of a qualifying disability, in which an employee continues to perform the essential functions of their regular job with accommodation. Modified duty assignments may occur when a regular employee who has been injured on or off the job has been medically released for limited work based on specified restrictions. The District requires the disabled employee to provide the Human Resources and Risk Manager with the treating physician's statement of work restriction (s) or a status report specifying the employee's anticipated date of return to modified or full duty. Modified duty will be limited to three (3) months unless otherwise approved by the General Manager or designee.

The Human Resources and Risk Manager will notify the employee in writing after receipt of the treating physician's statement of work restriction(s) as to whether a modified duty assignment can be accommodated. Human Resources is the sole judge of what constitutes reasonable and available modified duty based on a case-by- case evaluation of such factors as the nature of the employee's disability and work restriction(s), availability and priority of modified duty work, budgetary circumstances, length of disability, and the mutual welfare of the employee and District operations.

When an employee is assigned modified duty, the employee is compensated for hours worked at their regular rate of pay. If an employee is assigned to modified duty less than full-time, compensation for hours worked may be supplemented by either accrued sick leave, salary continuation, partial worker's compensation disability payments, or other available leave. Benefits will be pro-rated based on hours worked/paid. The District has the right to have employees examined by a designated District physician at no cost to the employee prior to authorizing modified duty. There is no limitation on modified duty hours worked, unless specifically designated in the physician's release. Employees who are found to abuse, or fraudulently use these temporary disability provisions may be subject to disciplinary action up to and including termination of employment.

12. Vaccinations and Immunizations

The District pays for all District-required vaccinations and immunizations of employees.

13. Jury Duty

An employee who is subpoenaed for District-related activities to appear in court on matters to which they are not a party or is summoned for jury duty during working hours will receive a leave of absence with pay for such time, provided that the employee reports to work on any day(s) the employee is released from service at a time when it is feasible to report to work. Employees who receive a subpoena or jury summons must notify their

supervisor within five (5) days of receiving the notice and no later than ten (10) days in advance of their reporting date.

The employee must submit to their immediate supervisor a completed leave request form, with appropriate documentation that indicates the anticipated day(s) required for attendance. A copy of the leave request form must be attached to the employee's time sheet for payment.

An employee summoned for jury duty may be placed on a Day Shift, 5/8 work schedule for the work week(s) in which they are required to report for jury duty.

14. Bereavement Leave

In the event of an immediate family death, an employee may, after receiving approval, receive bereavement leave with pay not to exceed twenty-four (24) hours. In addition, an employee may take an additional amount of unpaid leave to allow a total bereavement leave of forty (40) hours or five (5) work days, whichever is longer. During the unpaid portion of bereavement leave, an employee may use vacation, accrued and available sick leave, or compensatory time off. Employees may take bereavement leave on a non-consecutive basis in the three (3) months that follow that date of death of the immediate family member.

Immediate family includes the employee's spouse or registered domestic partner, child (including step/foster), parents (including stepparents), parent-in-law, siblings (including step-siblings), grandparents (including step grandparents), and grandchildren (including step/foster grandchildren). An employee may also take paid or unpaid bereavement leave for a designated person. An employee may designate one person per twelve (12) month period to the Human Resources and Risk Manager.

Employees must secure verbal approval from their immediate supervisor prior to the requested leave and must submit a leave request form, for approval, either prior to the requested leave date(s), or within three (3) working days following the employee's return to work. A copy of the approved leave request must be attached to the employee's time sheet for payment.

With approval of the employee's Supervisor or Division Manager, accrued vacation, compensatory time off, or leave without pay may be used to attend the funeral of other family members or friends.

15. Unpaid Leave

Except where required by law (e.g., Family Medical Leave Act [FMLA], California Family Rights Act [CFRA], Pregnancy Disability Leave [PDL]), an employee on unpaid leave will not receive the District's contribution to medical, dental, vision benefits, or accruals of vacation and sick leave.

Employees are required to use all applicable, paid leave accruals before going into unpaid status.

To assure continued insurance coverage, premiums shall be paid by the employee to the District. The employee will be entitled to continued health coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) Continuation Coverage and is responsible for making a timely election and paying the COBRA premiums.

A. State Disability Insurance (SDI) and Paid Family Leave (PFL)

If an employee is receiving SDI, PFL, or workers' compensation benefits, under no circumstance will the total, combined amount of integrated benefits and paid leave exceed one hundred percent (100%) of the employee's regular biweekly wages.

For employees, full integration of paid leave (including vacation, sick leave, and leave donations) with SDI, PFL and workers compensation benefits is required, except where the employee is concurrently on designated Family Medical Leave. If an employee is concurrently on designated Family Medical Leave (FMLA/CFRA), the employee may elect to integrate paid leave with SDI/PFL benefits. If an employee on FMLA/CFRA elects to integrate paid leave with SDI/PFL, the employee is required to use a minimum of the amount of paid leave needed to cover the employee's contribution toward group health insurance.

An employee will not use a combination of paid leave and unpaid leave to cover a full workday, full workweek, or full pay period absence, except in the following instances:

1. When an employee integrates paid leave with a wage replacement benefit, such SDI/PFL; and
2. On the workday, or in the workweek or pay period in which the employee exhausts all paid leave, including leave donations.

In order to receive integrated paid leave, the employee will provide District with a copy of their SDI, PFL, Temporary Disability (TD) or Long-Term Disability (LTD) statement showing the amount of benefits and period of time for which the employee received SDI, PFL, TD or LTD benefits. The District will utilize the employee's statement as the basis for integration of paid leave. The District will subtract SDI, PFL, TD or LTD benefits paid to the employee from the employee's gross wages in a pay period, and then divide the remainder by the employee's current hourly rate, totaling the number of leave hours to be deducted from the employee's leave bank.

Article 9 - Catastrophic Leave Donations

Employees who have exhausted all paid leaves may request catastrophic leave donations through the District for a serious illness or injury to the employee or the employee's spouse or child. Employees may only donate accrued vacation and compensatory time off hours to qualifying employees.

1. Eligibility

To be eligible for this benefit, the receiving employee must:

- A. Be a regular full-time employee who has passed their initial District probationary period,
- B. Have sustained a serious illness or injury, to the employee or employee's spouse or child which requires confirmation by a physician,
- C. Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and CTO,
- D. Be unable to return to work for at least thirty (30) days from the date of injury, and
- E. Have applied for a Leave of Absence Without Pay for medical reasons if it affects the employee.

2. Donations

Employees who meet the eligibility requirements may request that the District solicit catastrophic leave donations from employees. The District will send the request for donations upon request, but no earlier than one week prior to the exhaustion of their paid leaves.

Accrued vacation leave and CTO may be donated by any regular full-time employee who has completed their initial District probationary period. The total amount of time donated to one employee by another employee may not exceed eighty (80) hours per calendar year.

Donations made by employees are forfeited once made. If the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until they separate from District.

In accordance with IRS Ruling 90-20, leave donated is not considered wages for the employee who surrenders the leave and therefore not included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

3. Benefit

Vacation and compensatory time off hours donated by employees will be converted to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and are paid at the rate of pay of the receiving employee. While an employee is on leave using donated hours, the employee may not accrue vacation or sick leave.

The total leave received by an employee will not exceed six (6) months.

Article 10 - Insurances

1. Medical Coverage

The District contracts for employee, dependents, retirees, and dependents medical insurance benefit plans through the (CalPERS) Public Employees' Medical and Hospital Care Act (PEMHCA). Employees must enroll in the District's sponsored dental plan.

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Effective plan year 2023, the District contributes up to the following amounts for employees hired before February 5, 2023, towards employee medical insurance coverage and cafeteria plan benefits:

Note 1: The Medical Benefit is equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to 100% of the most expensive Region 1 CalPERS plan plus 100% of the dental premium.

Effective plan year 2023, the District contributes up to the following amounts for employees hired after February 4, 2023, towards employee medical insurance coverage and cafeteria plan benefits:

Note 1: The Medical Benefit is equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to 100% of the Region 1 CalPERS Kaiser plan plus 100% of the dental premium

2. Cash In-Lieu of Medical Insurance

Effective January 1, 2023, the District no longer offers cash in-lieu of medical insurance, however, any employee receiving medical in-lieu prior to January 1, 2023, will continue to receive one hundred eighty-five dollars (\$185.00) per pay period in-lieu of medical insurance.

Effective January 1, 2025, an employee who opts out of District-provided medical insurance for themselves and all qualifying dependents at the time of hire will receive one hundred eighty-five dollars (\$185.00) per pay period in-lieu of medical insurance.

If at any time the employee enrolls in District medical insurance, they are no longer eligible for cash in-lieu of medical insurance, even if they opt out of District-provided medical insurance again in the future.

In order to qualify for Cash In-Lieu, an employee must provide reasonable evidence that

the employee and the employee's Tax Family has minimum essential coverage through another group health insurance plan. A Tax Family is defined as all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the applicable tax year. Such evidence may include an attestation by the employee, and must be renewed every calendar year.

3. Vision Insurance

The District provides employees with a group vision care plan covering the employee, spouse, and eligible dependents.

4. Dental Insurance

The District provides employees with dental care benefits covering the employee, spouse, and eligible dependents.

5. Life Insurance

The District provides employees with a life insurance policy in the amount of their annual salary on January 1.

6. Long-Term Disability Insurance

The District provides employees with paid Long-Term Disability (LTD) insurance.

7. Employee Assistance Program (EAP)

The District provides employees with an Employee Assistance Program (EAP).

8. Flexible Spending Accounts

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical/dental/vision expenses, deductibles, and co-payments.

9. Dependent Care Spending Plan

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

Article 11 - CalPERS Retirement

1. Retiree Benefits

The District contracts with CalPERS for retirement benefits as follows:

- A. Employees hired before July 1, 2012, these employees receive a retirement benefit of 2.7% at age 55 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay 100% of their eight percent (8%) employee member contribution on a pre-tax basis.

- B. Employees hired after June 30, 2012, and employees hired on or after January 1, 2013, with reciprocity recognized under CalPERS: These employees receive a retirement benefit of 2% at age 55 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay 100% of their seven percent (7%) employee member contribution on a pre-tax basis.
- C. Employees (PEPRA) hired after December 31, 2012, without reciprocity recognized under CalPERS: These employees are provided a retirement benefit of 2% at age 62 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay 50% of the total normal cost (PEPRA Member Contribution Rate) as determined annually by CalPERS on a pre-tax basis.

2. Optional Benefits

Retirement plans have the following optional CalPERS retirement benefits:

- a. Social Security Coverage
- b. Sick Leave Service Credit
- c. Standard Non-Industrial Disability
- d. Pre-Retirement Death Benefit Optional Settlement 2
- e. Post-Retirement Death Benefits \$500 Lump Sum
- f. 3% Retiree COLA

Article 12 - Deferred Compensation

Employees hired before July 1, 2012, receive a matching contribution up to four percent (4.0%) into their 457(b) plan or 401(a) plan.

Employees hired after June 30, 2012, and employees hired on or after January 1, 2012, with reciprocity recognized under CalPERS receive a matching contribution up to four percent (4.0%) plus an actuarially-calculated additional applicable percentage contribution into their 401(a) plan. "Applicable percentage" means the difference between the Total Employer Normal Cost percentages for each fiscal year for the 2.5% at age 55 and the 2.0% at age 55 formula, as actuarially determined annually by CalPERS. The Applicable Percentage takes effect annually on the first full pay period of the fiscal year.

Employees hired after December 31, 2012, without reciprocity recognized under CalPERS receive a matching contribution equal to 50% of their CalPERS employee member contribution, not to exceed four percent (4.0%), into their 401(a) plan.

Article 13 - Retiree Medical

1. Retiree Medical

The retiree must enroll in a Medicare supplemental insurance plan through CalPERS when they become eligible. CalPERS requires that retirees pay their Social Security

premium for Medicare Part B coverage to remain enrolled in a CalPERS Medicare health plan.

Employees hired before January 1, 2009, who retire after January 1, 2022

The District reimburses these retirees who completed fifteen (15) years of service with the District for the greater of Kaiser or Blue Shield Access+ Region 1 health plan at the employee only, employee plus one, or employee two plus premium minus the District's CalPERS PEMHCA minimum contribution. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even beyond the term of this MOU. These employees pay three percent (3%) into the District's Other Post-Employment Benefits (OPEB) Trust Fund.

Employees hired after December 31, 2008, who retired before July 1, 2022

The District reimburses these retirees based on the California Government Code Section 22893 schedule for the greater of Kaiser or Blue Shield Access+ Region 1 health plan at the employee only, employee plus one, or employee plus two premium minus the District's PEMHCA minimum contribution. This vested retiree health benefit right is promised to current retirees who qualified under this section even beyond the term of this MOU.

Employees hired between December 31, 2008, and February 5, 2023

The District reimburses these retirees an amount equal to what the employee would qualify for under Government Code Section 22893, minus the PEMHCA minimum contribution as established annually by CalPERS. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even beyond the term of this MOU. These employees pay three percent (3%) into the District's OPEB Trust Fund.

Employees hired after February 4, 2023

These employees receive retiree health contributions established in Section 10.1 Medical Coverage, Note 1.

2. MissionSquare

The District provides employees with a MissionSquare retiree health savings account (a health reimbursement arrangement as described in Internal Revenue Service Notice 2002-45). Employees may withdraw benefits from the plan upon separation from District employment per the requirements of the plan. The District pays the administrative fees as charged by the plan. Local One may set or adjust the employee contribution amount annually by November 15 to be effective the first full pay period in January of the following year. Employee contributions are listed in Appendix B. The District makes contributions as follows:

- A. For employees hired before January 1, 2009, the District contributes \$15.00 per

pay period into their MissionSquare Account.

- B. Effective the first full pay period following Board of Directors approval of a successor MOU in 2024 or the first full pay period following July 1, 2024, whichever is later, for employees hired between December 31, 2008, and February 5, 2023, the District contributes three hundred dollars (\$300) per pay period into their MissionSquare Account.
- C. Effective the first full pay period following Board of Directors approval of a successor MOU in 2024 or the first full pay period following July 1, 2024, whichever is later, for employees hired after February 4, 2023, the District contributes two hundred dollars (\$200) per pay period into their MissionSquare Account.

Article 14 - Probationary Period

New employees serve a probationary period of twelve (12) months (2,080 hours) of actual and continuous service. Employees promoted to a new position serve a probationary period of six (6) months (1,040 hours) of actual and continuous service.

The probationary period is part of the examination process and is used to determine whether work performance or work-related behavior meets the required standards of the position. The release from probation is not subject to appeal.

The probationary period is automatically extended by the length of consecutive or non-consecutive absence(s) of thirty (30) calendar days or more. The probationary period can also be extended by the District to enable the employee to obtain required certification(s)/license(s), up to three (3) months for promoted employees and six (6) months for new hires. Probationary period extensions require full execution of the District's Personnel Action Form.

The District will endeavor to provide probationary employees with quarterly evaluations.

Article 15 - Performance Evaluation

Performance evaluations will be completed annually, on or before the employee's anniversary date, as defined in Article 6. For probationary employees, the performance evaluation(s) will be completed before the employee's probationary period ends.

The performance evaluation will be completed by the employee's direct supervisor, and reviewed with the employee.

The performance appraisal evaluates the employee's performance in the specific context of their job as well as their ability to work effectively within the work environment.

Article 16 - Personnel Files

An employee or representative, on presentation of written authorization from the employee, has access to the employee's personnel file on request. The District will furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of those documents into the employee's personnel file.

Employees are required to acknowledge the receipt of any document entered into their personnel file without prejudice to subsequent arguments concerning the contents of such documents.

An employee who disagrees with the contents of a letter of reprimand or warning, that is placed in the employee's personnel file, may submit a written response within thirty (30) calendar days and have such response placed in the employee's personnel file.

Counseling memoranda and written reprimands will be removed from the employee's personnel file three (3) years following the issuance, providing there has been no recurrence of discipline.

Article 17 - Grievance Procedure

The purpose of this procedure is an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

1. Definitions

A grievance is a complaint of one (1) or more employees or a dispute between the Local One and the District involving the interpretation, application, or enforcement of the express terms of this Agreement.

A grievant is one (1) or more employees or the Local One who submits a grievance.

Disciplinary actions of an employee are not subject to the grievance procedure pursuant to this Article. Those matters are governed by the disciplinary procedures set forth in this Agreement.

The written grievance includes the following:

- a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
- b. The remedy or correction requested.
- c. The grievance from must be signed and dated by the grievant.

2. Grievance Procedure Steps

Step 1

Within thirty (30) calendar days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, the grievant will file a formal written grievance with the employee's manager or designee. Within thirty (30) calendar days of the receipt of the grievance, the manager or designee will investigate the grievance and provide the grievant a written response.

Step 2

If the grievant is not satisfied with the Step 1 response, the grievant may, within thirty (30)

calendar days file a written appeal to their Department Director. Within thirty (30) calendar days of the receipt of the grievance, the Department Director will investigate the grievance and provide the grievant a written response.

Step 3

If the grievant is not satisfied with the Step 2 response, Local One may, within thirty (30) calendar days file and appeal to an arbitrator by notifying the Human Resources and Risk Manager in writing. The District will have thirty (30) calendar days to respond to the request. The parties may agree on an arbitrator, if they are unable to do so the Human Resources and Risk Manager will request a list of arbitrators from the State Mediation and Conciliation Services no more than thirty (30) calendar days from the District's response. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains, the moving party strikes first.

3. Conduct of the Hearing

The Human Resources and Risk Manager will be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Arbitrator of the nature of the proceeding.

Unless other stipulated, the hearing is closed to the public and conducted in an informal manner.

Employees called as witnesses serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this MOU, any District ordinance or resolution, or any state or federal law or regulation.

4. Costs

The cost of the Arbitrator and the list(s) from the State Mediation and Conciliation Service will be shared equally between the District and Local One. Should an Arbitrator require a court reporter, the parties share the cost equally. The transcript of the hearing is a record of the proceedings for the purpose of any future judicial review.

5. Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Arbitrator will prepare the record of the hearing and will submit a written decision to the parties. The Arbitrator's decision is final.

Article 18 - Disciplinary Procedure

1. Employee Representation

Employees may have a representative present at all stages of the disciplinary process if

the representative is not a party to the action.

2. Progressive Discipline

The District applies the principle of progressive discipline where a disciplinary penalty will depend on multiple factors, including but not limited to the severity of the offense, recidivism, aggravating and/or mitigating circumstances and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary. Examples of disciplinary action include, but are not limited to:

- Warnings
- Reprimands
- Reductions in Pay
- Unpaid Suspensions
- Demotions
- Employment Termination

3. Grounds for Discipline

Grounds for discipline include but are not limited to the following:

- Actual or threatened violence, harassment, and/or abusive treatment of the public or fellow employees.
- Possession, distribution, sale, or use of (or where performance of duties is impaired by) alcoholic beverages or illegal drugs while on District property, while on duty, or while operating a vehicle on District business.
- Theft or unauthorized removal or possession of property or equipment from the District, other employees, or anyone on District property.
- Falsifying, making erroneous entries or material omissions on District records.
- Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- Willful destruction, damage and/or misuse of property of the District, another employee, or a District visitor.
- Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items capable of causing great bodily harm or death while on District property, while on duty, or while operating a District vehicle.
- Incompetence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance including quantity and/or quality of work product.
- Violation of established District codes, policies, procedures, or rules and regulations, and/or violation of any lawful or reasonable regulation or order made and given by an employee's supervisor.
- Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.

- Abandonment of position by unauthorized or unexcused absence for two (2) or more consecutive scheduled workdays.
- Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies, as well as other leave and/or attendance policies.
- Smoking in prohibited areas.
- Engaging in unlawful strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

4. Notice

The employee and the employee's representative will be given written notice of proposed disciplinary action at least ten (10) calendar days prior to the date of the proposed disciplinary action.

Prior to the effective date of the disciplinary action that results in a pay reduction, unpaid suspension, demotion, or termination, the employee may request a Skelly meeting to discuss the proposed disciplinary action. The employee or their representative may respond to the proposed disciplinary action.

If the District decides to proceed with disciplinary action after the Skelly meeting, the Skelly Officer will prepare a Notice of Discipline including the facts, the discipline imposed, and the employee's appeal right.

5. Appeal

An employee or their representative may appeal reductions in pay, unpaid suspensions, demotions, or termination to an Administrative Law Judge by notifying the Human Resources and Risk Manager within ten (10) calendar days of the issuance of the Notice of Discipline by the Skelly Officer.

The California Office of Administrative Hearings will assign the Administrative Law Judge. The cost of the Administrative Law Judge is shared equally between the District and Local One.

6. Hearing

The Human Resources and Risk Manager will be responsible for scheduling and notifying the employee about the time and place of the hearing, and notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge.

Employees called as witnesses serve without loss of pay.

Should an Administrative Law Judge require a court reporter, the District and Local One share the cost equally. The transcript of the hearing is a record of the proceedings for the

purpose of any future judicial review.

7. Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and an advisory decision to the General Manager. Copies will be sent to the parties. The General Manager will either accept or reject the Administrative Law Judge's decision and provide the employee and their representative the decision within ten (10) calendar days. The General Manager's decision is final.

Article 19 - Layoffs

1. Grounds for Layoff

Employee(s) may be laid off when the position is no longer necessary, for reasons of economy, lack of work, lack of funds, if the position can be consolidated with another position, or for such reason(s) that the District deems sufficient for abolishing the position(s).

2. Layoff Procedure

When a reduction in work force becomes necessary, layoff(s) are accomplished by first determining the number of positions within each class that are reduced. Layoffs are determined by classification seniority, which is defined by time in class plus higher class(es) within the classification series. An employee who is being laid off has the option of bumping to a previously held position based on classification seniority. Laid off employees will be placed on a recall list for a period of two (2) years.

3. Recall Procedure

When a vacancy exists and employees are to be recalled, notice of the opening(s) will be sent to the last mailing address as furnished by the laid off employee. This recall notice will be by certified mail and the employee has twenty-one (21) days to accept the offer of reemployment from the postmark date on the recall notice. Employees are required to report to work within twenty-eight (28) days of the postmark date on the recall notice. Notices will also be sent via email to the employee's last known email address and as a courtesy via email to Local One. To expedite the recall, more than one (1) employee may be notified of an opening, but priority will be given to the employee who was laid off last. Employees are allowed to decline a recall one (1) time during the duration of the recall list. Declining a second recall opportunity will permanently remove an employee from the recall list.

Article 20 - Savings Clause

If any provision of this MOU should be held invalid by operation of law or any court of competent jurisdiction, the remainder of this MOU remains in full force and effect. In the

event of invalidation of any provision of this MOU, the parties must enter into negotiation through the meet and confer process, for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 21 - Retiree Health Funding Plan

The Delta Diablo Sanitation District Retiree Health Funding Plan, effective July 1, 2010, as amended by this MOU remains in effect.

Article 22 - Term

The MOU is effective on July 18, 2024, and remains in full force and effect through June 30, 2029. This MOU supersedes and replaces all previous obligations whether written, oral, expressed, or implied and may only be changed by mutual written agreement.

Memorandum of Understanding between Delta Diablo and Local One AFSCME Council 57 for the Operations and Maintenance Representation Bargaining Unit

Date: 08/13/2024

Date: 08/13/2024

Delta Diablo

Signed by:
Monica E Wilson
AEEB91C64D744D3...

Monica Wilson
Chair, Board of Directors

DocuSigned by:
Kelly M. Tuffo
3BF89DCBCAEB41E...

Kelly Tuffo
Liebert Cassidy Whitmore

DocuSigned by:
Vince De Lange
4C1E337F3ED7427...

Vince De Lange
General Manager

DocuSigned by:
Brian Thomas
B17185802ACD415...

Brian Thomas
Deputy General Manager

Local One – O&M

Aimee Pratali
Local One – Union Representative

DocuSigned by:
Taylor Amaro
AE14B41102CE4F0...

Taylor Amaro
President

Signed by:
Doug Schreiner
E7743C2C97BA471...

Doug Schreiner

Signed by:
Chris Phillips
331A4F8D15F0469...

Chris Phillips

Signed by:
Eric Wise
D85BAC40CB2E468...

Eric Wise

Appendix A – Represented Job Classifications

Collection System Worker I
Collection System Worker II
Collection System Worker III
Control System Specialist
Household Hazardous Waste Technician I
Household Hazardous Waste Technician II
Household Hazardous Waste Technician III
Instrumentation Technician Trainee
Instrumentation Technician I
Instrumentation Technician II
Instrumentation Technician III
Maintenance Mechanic Trainee
Maintenance Mechanic I
Maintenance Mechanic II
Maintenance Mechanic III
Maintenance Planner/Scheduler
Maintenance Worker
Operator-In-Training
Operator I
Operator II
Operator III
Senior Operator
Utility Laborer
Warehouse Technician I
Warehouse Technician II

Appendix B – MissionSquare Employee Contributions